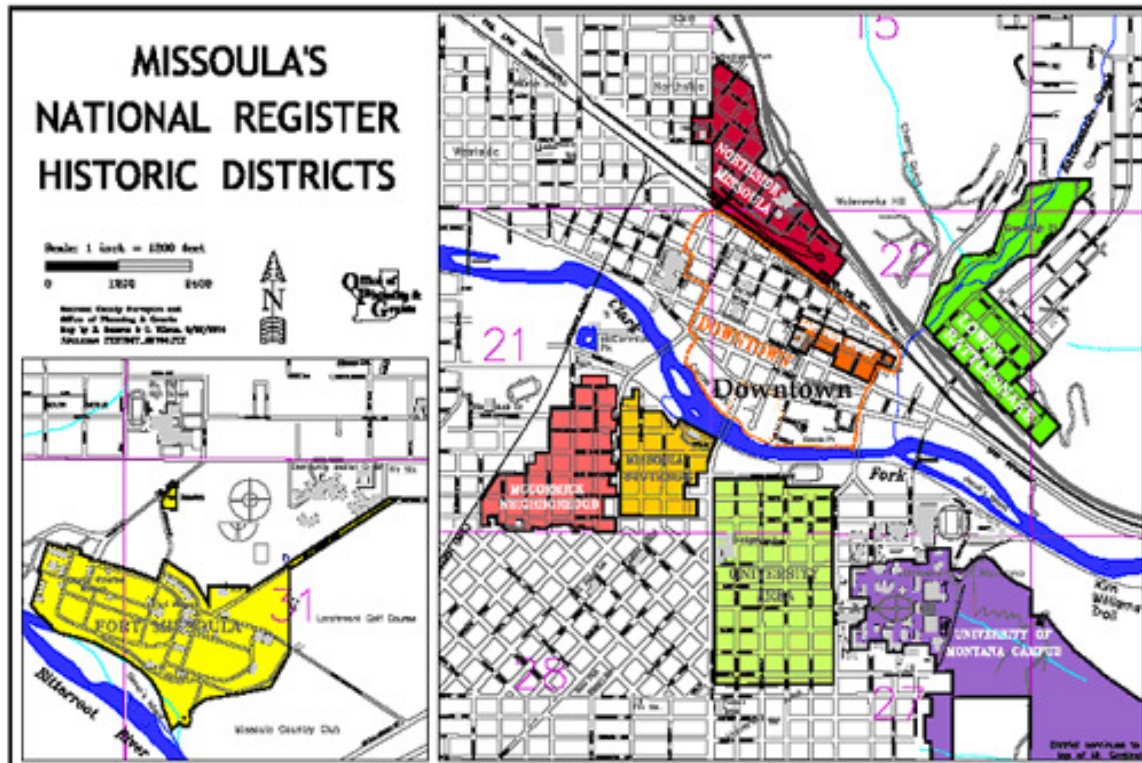


# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR HISTORICAL INVESTIGATION RELATED TO THE MISSOULA DOWNTOWN HISTORIC DISTRICT NOMINATION

## Project Description

The Missoula Historic Preservation Commission, the Missoula Office of Planning and Grants (OPG), the Missoula Redevelopment Agency (MRA) and the Missoula Downtown Association (MDA) intend to conduct and manage historical research related to a proposed historic district in Missoula, Montana. The Missoula Office of Planning and Grants is requesting proposals from qualified individuals and firms to complete an historical investigation and survey related to the proposed DOWNTOWN HISTORIC DISTRICT.



The range of the historic district survey will be approximately 200 acres and includes 500 identified parcels, and parts of 50 city blocks. The preliminary boundaries of the survey are the Burlington Northern Santa Fe Railroad tracks to the north, Rattlesnake Creek to the east, Orange Street and St. Patrick Hospital to the west, and the Clark Fork River to the south. Extensive research has been completed for some of the study area, and includes preliminary survey information for every parcel. A data base for the area in ACCESS has been created. The East Pine Street National Historic District and approximately 36 additional structures within the study area are already listed on the National Register of Historic Places. Some of these buildings are considered "Primary Structures" in the Missoula Multiple Resource Listing, accepted in 1990. **THE FILES AND CONTENTS MAY BE VIEWED BY CONTACTING OPG.**

The successful consultant will be responsible for working under the direction of the Historic Preservation Officer of the Missoula Office of Planning and Grants in partnership with the MRA, MDA, State Historic Preservation Office, and other entities, as appropriate. A final report will present historic/architectural

inventory forms gathered during the survey along with conclusions as to the district's resources, boundaries, and physical and historical attributes. The final product will include completed draft survey forms, historical narrative, boundary description and draft nomination as a National Register of Historic Places historic district in compliance with the **Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation**.

Although the primary purpose of this analysis is to identify, describe, document and verify historic resources in the proposed district, analysis should also include information that will assist in future preservation, development and conservation of the historic resources of Downtown Missoula.

### **Downtown Missoula Historic District Survey**

This project includes an updated survey and historic and architectural inventory of the Downtown Missoula area comprised of most of the Original Town Site, the Higgins Addition, the McWhirk Addition, and a portion of the McCormick Addition. The Original Town Site was platted in 1871, and the entire area was platted by the end of 1882. Completion of this inventory will entail full recordation of a Montana Historic and Architectural Inventory form for each property, including black and white digital photographs of each main building and associated outbuilding/structure/objects, property sketch maps and written narrative entries. An architectural and physical inventory will be prepared for each property, according to accepted professional standards and consulting such standard references as **A Field Guide to American Houses** by Virginia and Lee McAlester. The Sanborn Fire Insurance Maps are available in digital form from 1883-1958. Texts available on the history of Missoula include **A Guide to Historic Missoula**, by Allan J. Mathews. Information on the physical resources must be current and document alterations of the property over time.

### **Assessment of current integrity**

Professional research and documentation will include the integrity, history and significance of each property. Members of the Missoula Historic Preservation Commission will be available to review determinations of integrity and significance. Students and volunteers may be coordinated to assist with this primary research. Sources to be consulted would include title history, historic maps, period photographs, oral interviews, historic newspapers, sewer and water permits, census records and any other pertinent primary materials as well as secondary sources on local history.

The Missoula Historical Resource Survey was completed in 1980 under the direction of Jim McDonald. Most of the sites in this survey were inventoried for the preparation of the 1980 survey, and will be checked and updated as part of this survey.

Deliverables for the project include:

- Two copies of inventory forms as described above;
- District maps keyed to the boundaries and resources within the district (OPG);
- A written overview of the patterns and events that shaped the history of Downtown Missoula based upon the inventory, which will provide SHPO staff with a framework for a National Register historic district nomination.
- Supplementary documentation for the National Register nomination.

Public information, meetings, notices, mapping and photography will be provided by OPG.

TASK	ELEMENTS	RESP.	DATE
WORK PLAN OUTLINE	WORK PLAN AND DELIVERABLES	Contractor	
ARCHIVAL RESEARCH	Review Missoula Historical Resource Survey, 1980: historical research. Scan Text files for sites.		
ARCHIVAL RESEARCH	Prepare individual files for all sites within study area: historical research.		
FIELD WORK: INVENTORY RESOURCES	Individual site inventory; Preliminary district map(s) keyed to the sites and resources within the district.		
PRELIMINARY SITES INVENTORY	Draft inventory form, documentation and narratives.		
MAPS	USGS topographic map depicting the historic district boundaries. Color coded district maps completed.	N.A.P. OPG	
RECORDING RESEARCH COMPLETE INVENTORY	Two copies of inventory forms as described by SHPO; documentation and narratives.		
PHOTOGRAPHY -- NEIGHBORHOOD	Archival quality medium format/large format black and white photographs providing the necessary views of historic and contemporary streetscapes, and primary resources. (2 copies)	N.A.P. OPG	
COMPLETE SURVEY TEXT	Provide SHPO staff with a framework overview of patterns and events based upon the inventory for a National Register historic district nomination. Document and photographs completed.		
NARRATIVE: HISTORY AND CONTEXT	Additional local research ; draft text of National Register nomination for Downtown Missoula.		
COMPLETED DRAFT NOMINATION	Forms Completed, texts with supplementary documentation for the National Register nomination.		
COMPLETED NOMINATION	Final Nomination, with supplemental information, photographs and inventory forms.		
NOMINATION SUBMITTED TO SHPO		N.A.P. OPG	
NOMINATION PRESENTED TO STATE REVIEW BOARD		N.A.P. OPG	
NOMINATION SENT TO NATIONAL PARK SERVICE		N.A.P. OPG	
FINAL ACCEPTANCE, KEEPER OF NRHP, NPS		N.A.P. OPG	

## **Tentative Schedule of Work to be Performed**

### **Tasks and Deliverables**

### **Estimated Completion Date**

Final Workplan for Downtown Survey	November 2004
Site Investigation, Inventory Forms and Documentation	January – April, 2005
Quarterly Progress Reports	Ongoing, beginning December 2004
Draft Survey Forms, Narrative and Nomination	September, 2005
National Register of Historic Places Nomination	Winter, 2006.

### **General Requirements**

**Experience/Knowledge.** Qualified firms/consultants will have significant historical research and writing experience, including historic district nomination survey experience and organizing and managing volunteer research assistants.

**Equipment.** Qualified firms will be able to document and produce products that will be compatible with OPG computer capabilities: for data, Access or Excel for Windows, and for word processing, Microsoft Word for Windows. Photographic equipment: digital format, at least 3.2 MP, suitable for National Register survey and publication. Cartography and black and white archival photography are not a part of this contract.

Responses to include:

1. Letter of Interest, including the principal firm's legal name, address, and telephone number;
2. Statement of Qualifications including:
  - the principal(s) of each firm who will be part of the project team, their experience and qualifications;
  - the experience and qualifications of the staff to be assigned to the project;
  - a description of the firm's prior experience, including any similar projects, projects funded by local governments, size of community, location, and name of a client's representative with knowledge regarding the firm's performance;
  - a description of the firm's anticipated availability during the term of the project, including how the firm's current work activities would be coordinated with the project;
  - examples of historic preservation survey writing
  - An acknowledgment that the firm will be able to document and produce products that will be compatible with OPG computer capabilities.
3. Proposed Budget and fee for services for the proposed work plan. Budget and fees may be in a sealed envelope. If sealed, it will be opened only after full review of proposal.

### **Compensation**

The selected contractor will be compensated once the following deliverables are complete:

Final Workplan  
Quarterly Progress reports (three, dates to be stated in contract)  
Completed Draft, Historic District Survey Inventory Reports

## Completed Draft, National Register of Historic Places Nomination Forms

Responses lacking a Letter of Interest, a Statement of Qualifications, and a proposed budget and schedule will not be considered.

### **Evaluation and Award Criteria**

The selection of respondents to be interviewed will be based on an evaluation of written responses to specific evaluation criteria. Reviewers will be using National Park Service standards for historic preservation as one basis for review of qualifications -- available upon request. Qualified applicants will also be required to have some experience using black and white photographic techniques. The final award will be made to the most qualified respondent whose qualifications are deemed most advantageous to the County of Missoula, all factors considered, following successful negotiation of the contract for services. Unsuccessful respondents will be notified as soon as possible. Respondents will be evaluated according to their responses, by the following criteria:

#### **1. QUALITY OF THE PROPOSAL (20 POINTS – 20%)**

Does the proposal reflect a good understanding of the scope of issues involved in the survey process? (10 Points)

Is there a clear description of how the work will be managed and coordinated with the Missoula Historic Preservation Office/OPG? (timetable 10 Points)

#### **2. RESPONDENT QUALIFICATIONS AND EXPERIENCE: (50 POINTS – 50%)**

Does the respondent and key personnel assigned to the project have experience with historic neighborhood projects and specific knowledge relating to the history of the City of Missoula? (20 Points)

Does the respondent have experience in developing similar plans or studies? (10 Points)

Does the key personnel assigned to the project on a day-to-day basis and project team have experience appropriate to the project described in the RFP? (10 Points)

Are the reference checks supportive of the respondent's technical abilities and ability to work within original budgets? (10 Points)

#### **3. AVAILABILITY AND CAPACITY TO PERFORM: (30 POINTS – 30%)**

Given the current and projected workload of the respondent, will the respondent have sufficient time available to devote to the project? (10 Points)

How much time will the respondent or staff actually spend in the community on a day-to-day basis over the term of the project? (10 Points)

Is the respondent capable of meeting the time and budget requirements for the project? (10 Points)

TOTAL POINTS:

\_\_\_\_\_ SCORE FOR QUALITY OF PROPOSAL  
(MAXIMUM 20 POINTS)

\_\_\_\_\_ SCORE FOR RESPONDENT QUALIFICATIONS AND EXPERIENCE  
(MAXIMUM 50 POINTS)

\_\_\_\_\_ SCORE FOR AVAILABILITY AND CAPACITY TO RESPOND  
(MAXIMUM 30 POINTS)

\_\_\_\_\_ TOTAL POINTS (MAXIMUM 100)

SCORE FOR PROPOSAL, QUALIFICATIONS AND AVAILABILITY :

\_\_\_\_\_ BEST (81-100 POINTS)  
\_\_\_\_\_ ABOVE AVERAGE (61-80 POINTS)  
\_\_\_\_\_ AVERAGE (41-60 POINTS)  
\_\_\_\_\_ BELOW AVERAGE (21-40 POINTS)  
\_\_\_\_\_ POOR (0-20 POINTS)

Questions and Responses:

Questions and responses should be directed to Philip Maechling, Office of Planning and Grants, 435 Ryman, Missoula, MT 59802, (406) 258-4706. All responses will be accepted by Philip Maechling at the above address no later than 5:00 PM, local time, Friday, October 29, 2004. Please submit two (2) copies and state "Downtown Survey" on the outside of the response package. Responses lacking a Letter of Interest, a Statement of Qualifications, and a proposed budget and schedule will not be considered.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, the County of Missoula reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services provided, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

The County of Missoula is an EOE/AA, M/S, V/A employer. Qualified women, veterans, minorities and individuals with disabilities are strongly encouraged to submit proposals.

# MISSOULA COUNTY PROFESSIONAL SERVICES CONTRACT WITH INDEPENDENT CONTRACTOR

WHEREAS, THE MISSOULA BOARD OF COUNTY COMMISSIONERS, THE MONTANA STATE HISTORIC PRESERVATION OFFICE, THE MISSOULA REDEVELOPMENT AGENCY AND THE CITY OF MISSOULA have determined the need to purchase historic preservation services for the residents of the City of Missoula; and

WHEREAS, **DAGNY K. KRIGBAUM** has agreed to provide these services through a contract with Missoula County and

WHEREAS, THE MONTANA STATE HISTORIC PRESERVATION OFFICE, THE CITY OF MISSOULA, THE MISSOULA REDEVELOPMENT AGENCY AND THE MISSOULA BOARD OF COUNTY COMMISSIONERS feel it is in its best interest to purchase these services from **DAGNY K. KRIGBAUM**;

NOW, THEREFORE, THE MISSOULA BOARD OF COUNTY COMMISSIONERS, Missoula County, Montana, hereafter called the County, hereby enters into this binding agreement with:

\_\_\_\_\_  
an independent contractor, doing business as Historical Discoveries, within the definition of M.C.A. 39-71-120, with the mailing address of:

\_\_\_\_\_  
telephone number of:  
\_\_\_\_\_

hereafter called the Contractor. The purpose of this agreement is for the County to obtain the product of the expertise and effort of the Contractor hereinafter specified in return for the compensation indicated, and to this end the parties mutually agree to the following:

- 1. Independent Contractor:** That the contractor is not an employee of the County and will perform or provide all services free from the supervision, direction, or control of the County. Contractor is registered with the Dept. of Labor & Industry, and possesses a current "Certificate of Independent Contractor Exemption".
- 2. Required Work or Product:** That the specific services or tasks that the Contractor is responsible to perform and/or specific work product or products required of the Contractor are as follows:  
(ADDENDUM #1 attached).
- 3. Performance Schedule:** That the Contractor shall commence performance of this contract on the 20th day of DECEMBER, 2004, and shall conclude completion of performance by the 31st day of August, 2005, unless extended.
- 4. Compensation for Services:** The total compensation to be paid in response to appropriate written request for payment for service under this agreement shall not exceed \$ 30,000, and payment thereof shall be made at the times, in the amounts and to the parties hereinafter specified: As billed, per **ADDENDUM 1**, by invoice for completed work within 30 days of receipt of invoice. For extra work not a part of this Agreement,

written authorization by COUNTY will be required; and payment shall be based on hourly rates in Addendum 1. Compensation shall be based on costs as outlined in the PROJECT SUMMARY referred to as ADDENDUM #1.

5. **Insurance Requirements:** During the term of this standing agreement and the performance of the services described herein, the Contractor shall maintain, at a minimum, the following insurance policies throughout the entire term of this Agreement.

**General Liability.** The Contractor shall obtain and maintain comprehensive general liability insurance which protects it from claims for personal injury, bodily injury and property damage.

**Automobile Liability.** The Contractor shall obtain and maintain Comprehensive Automobile Liability coverage, including, as applicable, owned, non-owned and hired autos, which protects it from claims for personal injury, and property damage.

**Workman's Compensation Insurance.** The Contractor shall maintain Workman's Compensation insurance as required by State statutes.

**Certification of Insurance.** Prior to commencing work the Contractor shall, if requested, provide County with Certificates of Insurance attesting to existence of the insurance coverage's required by this Agreement. Such certificates shall provide that no coverage shall be terminated without 10 days notice to COUNTY. In the event that the Contractor does not obtain or maintain the coverage's required by this Agreement, COUNTY may, at its option, terminate this Agreement.

6. **Maintenance of, and Access to, Records:** That the Contractor shall maintain reasonable records incident to the performance of this contract and shall allow access to those records by the County and the County Auditor, and independent auditor employed by the County and to any duly appointed representatives of the state or federal government.

7. **Missoula County Assistance:** That the County official with whom the Contractor should communicate regarding this contract and who shall have authority to accept completion of performance and approve payments for submission to the County Auditor and Commissioners is Philip Maechling, Missoula City-County Office of Planning and Grants, at the address of 435 RYMAN, MISSOULA, MT 59802, and the telephone number of 523-4657, and that the County, under the auspices of the Office of Planning and Grants, shall be responsible for assisting with the performance of this contract by specifically doing or providing, as needed, the following:

- a) Meeting Facilitation
- b) Technical Assistance
- c) Production of Plans, Maps and Visual Aids; reference materials as available
- d) Space and logistics for the meetings, and production of final draft nomination

8. **Rights to Work Product:** That any discovery, copyright, invention, work papers, written materials, publication, information, by-product, or end product arising out of, or incident to, the performance of this agreement shall be the sole property of the County unless otherwise required by state or federal regulations including but not limited to Montana statutes relating to access to public record. This shall not, however, be

construed to prevent publication of the project process or results by the contractor as author.

9. **Release of Information:** That no information relevant to any work completed or in progress shall be disclosed to the third parties, or released by the contractor without prior authorization from the County.
10. **Total Agreement--Change of Agreement:** That this contract contains the entire agreement between the parties, and no other oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed. No obligation or right here under may be assigned, transferred, subcontracted, or otherwise given to, or imposed on, any other party in the absence of mutual written consent signed by the parties.
11. **Termination:** That this contract may be terminated ~~at any time by mutual written and signed consent of the parties. This contract may not be terminated by either party unilaterally by either party as described in Paragraph 12..~~
12. **Failure to Perform:** That upon any material default or substantial failure to perform this agreement by either party, the other party shall be entitled to the following remedy:
- a) Stop performing or accepting performance of the contract until the matter is resolved.
  - b) Where appropriate, obtain completion of the performance of the remaining balance of the contract with the original party. ~~Within three days of discovery of the defect, mail a written description thereof~~ Notice of the defect shall be mailed to the other party, and:
    - (1) if the defect can be cured, demand specific remedial action within a reasonable time or time certain; or
    - (2) if the defect cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or,
    - (3) if the defect cannot be cured and no alternative performance is acceptable, notify the other party of the immediate termination of the contract ~~as of a date certain and state therein whether an action for breach of contract will be brought.~~
  - c. ~~If the defect is not corrected or alternative performance completed with the time certain specified, t~~ The party alleging the breach may initiate an action in the District Court of the Fourth Judicial District of the State of Montana for breach of contract or any other remedy available. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs resulting from the suit.
13. **Indemnification:** That the Contractor shall hold the County harmless from any charge, fine, penalty, or judgment arising out of or in any way resulting from, the Contractor's performance in this contract; and that should the County be required to make reimbursement or incur costs of defense for any such reason, the Contractor shall fully reimburse the County.

~~—OR—~~

~~the Contractor shall defend, indemnify and hold harmless County and its employees, from and against any and all loss, claims, damages, or liability arising from, or alleged to have arisen from, the negligent acts, errors or omissions of the Contractor in performance of its obligations under this Agreement, but only to the extent that such loss, claim, or liability are caused by or result from the acts, errors, or omissions of the Contractor.~~

THIS AGREEMENT IS CONTINGENT upon the contracted agency's assurance that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any activity on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, sexual orientation, or national origin. Compliance also is assumed with the following statutes and regulations:

1. Title VII of the Civil Rights Act of 1964;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. Title IX of the Education Amendments of 1972;
4. The Age Discrimination Act of 1975;
5. The Department of Justice Non-Discrimination Regulations, 28 CFR, Part 42, Sub-parts C, D, E and G;
6. EEO statutes;
7. Federal Fair Labor Standards Act;
8. Hatch Act;
9. Comply with OMB circulars A-110, A-122 and A-133; and
10. Americans With Disabilities Act of 1990.

WHEREFORE, being the persons duly authorized to sign this agreement and thereby bind the above-named parties, we do hereby affix our signatures on this, the \_\_\_\_ day of December, 2004

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Barbara Evans, Chairman

\_\_\_\_\_  
Bill Carey, Commissioner

\_\_\_\_\_  
Steve Johnson, Personnel and Labor Relations

\_\_\_\_\_  
Jean Curtiss, Commissioner

ATTEST:

APPROVED AS TO FORM & CONTENT:

\_\_\_\_\_  
Vicki M. Zeier, Clerk and Recorder

\_\_\_\_\_  
Michael W. Sehestedt, Chief Deputy County Attorney

## ADDENDUM # 1

### TASKS AND DELIVERABLES

#### PROJECT SCHEDULE

TASK	ELEMENTS	RESP.	DATE
WORK PLAN OUTLINE	Contract Work Plan And Deliverables	Contractor/ Opg	December, 2004
ARCHIVAL RESEARCH	Review Missoula Historical Resource Survey, 1980: historical research. Scan Text files for sites.	Contractor	
ARCHIVAL RESEARCH	Prepare individual files for all sites within study area: historical research.	Contractor	
INVENTORY RESOURCES	Ten individual site inventory forms to SHPO;	Contractor and OPG	Within three weeks of start of contract
FIELD WORK: INVENTORY RESOURCES	Individual site inventory; Preliminary district map(s) keyed to the sites and resources within the district.	Contractor and OPG	
PRELIMINARY SITES INVENTORY	250 Draft inventory forms, documentation and narratives to SHPO.	Contractor	31 March, 2005
MAPS	USGS topographic map depicting the historic district boundaries. Color coded district maps completed.	OPG	
RECORDING RESEARCH COMPLETE INVENTORY	Montana Historic Property Record forms; documentation and narratives.	Contractor	
PHOTOGRAPHY -- NEIGHBORHOOD	Archival quality medium format/large format black and white photographs providing the necessary views of historic and contemporary streetscapes, and primary resources. (2 copies)	OPG	1 July, 2005
NARRATIVE: HISTORY AND CONTEXT	Framework overview of patterns and events based upon the inventory for a National Register historic district nomination. Document and photographs completed; draft text of National Register nomination for Downtown Missoula.	Contractor	1 August, 2005
COMPLETED DRAFT NOMINATION	Forms Completed, texts with supplementary documentation for the National Register nomination.	Contractor, OPG	1 August, 2005
COMPLETED NOMINATION	Final Nomination, with supplemental information, photographs and inventory forms.	OPG	1 September, 2005
NOMINATION SUBMITTED TO SHPO		OPG	
NOMINATION PRESENTED TO STATE REVIEW BOARD		SHPO/OPG	
NOMINATION SENT TO NATIONAL PARK SERVICE		SHPO/OPG	
FINAL ACCEPTANCE, KEEPER OF NRHP, NPS		SHPO/ OPG	

Deliverables for the project include:

- Two copies of inventory forms, hard copy and CD;
- District maps keyed to the boundaries and resources within the district (OPG);
- Completed Draft Nomination.
- Supplementary documentation for the National Register nomination.

Public information, meetings, notices, mapping and photography will be provided by OPG.

#### SHPO Requirements

The following are conditions of project completion from the SHPO.

- 1.) All site forms will use the Montana Historic Property Record form. This form is available from SHPO in an electronic fill-in-the-blank format. Final submissions to SHPO will be on paper and include SITS numbers. Photographs must be 3x5" or 4x6" color prints securely adhered to the site form, or if digital, the quality of the image must be pre-approved by SHPO.
- 2.) Previously listed properties will be updated using the survey forms.
- 3.) A brief survey report must be submitted to SHPO that meets the attached requirements.
- 4.) The nomination will include lists of contributing, noncontributing, and previously listed properties with addresses and SITS numbers. The nomination map(s) will identify the same and use a method that is legible and distinguishable when photocopied.
- 5.) On or before 31 March 2005, 250 completed site forms must be submitted to SHPO by the Missoula HPO.
- 6.) On or before 1 August 2005, the remaining completed site forms and draft nomination must be submitted to SHPO by the Missoula HPO. The Missoula HPO is responsible for submitting all corrections required by SHPO.